

**REQUEST FOR QUOTES AND QUALIFICATIONS  
FOR  
THE DEPARTMENT OF HEALTH**

**Information Resource Management**

RFQQ # 9940-04260

Issued: October 16, 1995

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# Section 1

## INTRODUCTION

### 1.1 Overview

The Washington State Department of Health (DOH) intends to solicit qualified bidders to provide the services of information systems professionals. The agency wishes to develop an enterprise-wide Information Technology (IT) Strategic Plan utilizing the fundamental principles of Information Resource Management (IRM) and Information Engineering (IE). Selected DOH staff and other public entity staff will be trained in the basic principles of IRM and the modeling techniques used in IE. The modeling approach employed must at least consist of, but not necessarily be limited to integrated modeling techniques for:

- **Functional Models** - definitions of functions, processes, and activities
- **Data Models** - definitions of entities, relationships, and data attributes
- **Application Models** - definitions of data views (includes flows and stores), processes and external entities
- **Organizational Models** - structure of the organization
- **Location Models** - physical sites of the organization
- **Technology Models** - hardware, software, and all technological components of the organization individually identified and described
- **Intersection Models** - organization-to-function matrices, function-to-data matrices, function to location matrices, etc.

DOH currently uses predominately, an extremely distributed, inter-networked, PC, workstation and server based, two tiered client-server architecture deployment of its IT infrastructure. The agency is also required to use certain state-wide, mainframe based administrative applications supported by the Office of Financial Management (OFM), the Human Resources Information Systems Division (HRISD) of the Department of Personnel (DOP), and the Department of General Administration (GA). Information interfaces come from and go to the data stores in these agencies' systems. County based Local Health Departments and Districts, community service centers, hospitals, laboratories and other contracted entities, are operational consumers and providers of much public health information. While these entities are not under the specific control of the DOH, they are very important to the development of public health information stores and in many instances act as the operational organization for DOH promoted public health programs. The development of the IT Strategic Plan and any related training must consider and support all these factors.

This procurement is expected to result in the award of a contract to one bidder who best meets the requirements and provides a competitive price for personal services in consulting and training for IT Strategic Planning, using IRM/IE methodology.

### 1.2 Funding

The total amount of funds to be expended via this procurement will not exceed \$300,000 for the time period from contract signing through June 30, 1997. Funding will be primarily from state funds, or local government funds if Local Health Districts and Departments choose to utilize services from this procurement through interagency agreements with DOH.

No bidder selected as a provider of services to DOH by this acquisition is assured of receiving any minimum amount of business.

### **1.3 Acquiring Organization: Department of Health (DOH)**

DOH is a cabinet level agency, subdivided into Divisions, which are in turn subdivided into Offices. All DOH divisions including the divisions of Community and Family Health (CFH), Epidemiology and Health Statistics (EHS), Public Health Laboratories (PHL), Management Services (MSD), Office of the Secretary (OS), Health Systems Quality Assurance (HSQA), and Environmental Health Programs (EHP) may make use of this procurement. As DOH often enters into partnerships with Local Health Districts and Departments statewide, it is expected that Local Health Districts may utilize services from this procurement through interagency agreements with DOH.

Contracts entered into as a result of this procurement will be administered by the DOH Contracts Management Office.

### **1.4 Definitions**

The following terms and abbreviations are defined as used herein:

Apparently Successful Bidder: Bidder selected as a result of the evaluation of proposals.

Bidder: Any Vendor which elects to submit a bid in response to this RFQQ.

Contractor: The bidder performing work under the contract resulting from this procurement action; the Apparently Successful Bidder becomes the Contractor upon execution of a contract.

DOH: The Washington State Department of Health.

ISO: The Washington State Department of Health, Management Services Division, Information Services Office. This office, a sub-division of the Management Services Division, is empowered by state regulation and delegated authority of the Washington State Secretary of Health to be the focal point for information technology acquisitions and policies for the DOH.

LHDs: Local Health Districts or Departments which are the local public health agencies in counties or serving groups of counties.

RFQQ: Request for Quotes and Qualifications

Acquisitions Coordinator: The individual noted in Section 3.2 or any other designee.

State: The government of the State of Washington, including all its organizational sub-parts.

Subcontractor: Any person/company under contract with the Bidder performing work which is the responsibility of the Bidder under a contract resulting from this procurement action. The term applies to Subcontractors at any tier.

The Department: The Washington State Department of Health (DOH).

Vendor: Any provider of goods and/or services; as used herein, especially a provider of the goods and services being acquired in this procurement action, whether or not the provider elects to submit a proposal.

## **Section 2**

### **GENERAL REQUIREMENTS**

This RFQQ is issued to procure the services of a vendor to provide the services defined. A vendor may submit a bid on behalf of a group of vendors which may serve as subcontractors, but the bid must identify the prime contractor who will be the vendor signing the contract if selected and will be responsible for any individual's services provided under the contract.

Section 2 defines the services sought in this procurement action, how the services are expected to be utilized via the contract, and sets forth certain terms and conditions for the conduct and performance of the services to be contracted.

Bidders are not to respond directly to Section 2 in their proposals. Information from this section is intended to be helpful in completing the response to the subsections of the proposal requirements sections (Sections 5 and 6).

#### **2.1 General Background**

DOH maintains many systems and has several major systems in various stages of development. A representative sample of current systems is described below to provide a picture of the DOH information systems environment:

**Epidemiology and Health Statistics (EHS):** EHS is responsible for gathering vital statistics and key indicators of the population's health for use by epidemiologists, researchers, and private health providers both statewide and nationwide. It maintains birth and death data on mainframe systems utilizing ADABAS and Natural, COBOL, and manipulates the data utilizing statistical tools such as SAS, and programming languages for PCs including dBase, Paradox, and Clipper. EHS is also responsible for the CHARS system which collects hospital patient data from all state hospitals. This system is supported by an out of state contractor which utilizes a mainframe and periodically provides the state tapes with data for analysis. Hospital financial data from 1975 is available on a system utilizing Advanced Revelation. Other data collected includes communicable diseases, environmental data, and violence related data. EHS projects in progress include:

Early Reporting of Child Death Information was recently initiated by the DOH Center for Health Statistics (CHS) to improve the timeliness and completeness of reporting of child deaths. This application is likely to use bulletin board technology to exchange death data recorded by LHDs with DOH to create a statewide database. Death data must be merged with birth data at the earliest possible time to assure appropriate use of birth records by tracking systems.

The Center for Health Statistics is converting the Birth and Death data systems to use ADABAS and Natural on a UNIX server.

EHS and CFH have formed a partnership to conduct a feasibility study for combination of several systems that collect birth data from hospitals. Called the Automated Birth Information Dissemination Effort (ABIDE), this project expects to produce a feasibility study by September 1995 which will describe an approach to combine collection of data for birth certificates, newborn screening, maternal and child health programs, and immunization tracking in a manner which will simplify data reporting for hospitals and improve quality, availability, and timeliness of data.



Youth Violence: Recent legislation charged EHS to coordinate collection of youth violence related data from sources statewide. A significant investment in geographic information systems was made in conjunction with this project using ARC Info (GIS) on a RS6000 minicomputer.

**Community and Family Health (CFH):** CFH administers programs which address maternal and child health, immunizations, nutrition, infectious and non-infectious diseases (AIDS, STDs, cancer, heart disease, injury), and health education and promotion. CFH presently relies on a number of small systems to collect information on program participants and to analyze data collected by other divisions and agencies. Tools used include dBase, Clipper, FoxPro, Paradox, and SAS. Several significant systems development efforts are in the early phases now and will require development support in 1995:

WIC/CIMS - The Women, Infant, Children program provides nutritious food and education services to pregnant women, breastfeeding mothers, and children. About 40% of all pregnant women participate in the program. Present service bureau based batch services for program administration are planned to be replaced with LAN based systems operating in each of over 150 clinics statewide. Development will use GUI and relational data base tools currently being selected. Prime candidates are Powerbuilder and Visual Basic, and SQL Server/Sybase and Oracle. This project will seek considerable help in systems architecture, development, and implementation support in the next biennium.

CHILD Profile is an immunization and child health tracking system which captures all infant records from electronic birth data and begins a health promotion and tracking program for children age birth to six to assure their parents are aware of health care needed and services available. Its primary objective is to capture immunization data from public and private health providers. A pilot system has been implemented in King and Snohomish counties in partnership with their health departments. It was developed using Oracle and Oracle Forms on a UNIX server. CHILD Profile is expected to expand slowly in the next biennium. Its functionality will be enhanced and network access will be provided to it for all LHDs. This project, WIC/CIMS, and ABIDE are all working to coordinate development and data architecture to provide a foundation for improved access to data and use of data for health assessment. This coordination will require data modeling and systems planning expertise.

**The Public Health Lab (PHL):** PHL has several systems which capture results of lab work and the patients or parties involved. PHL is responsible for newborn screening for genetic conditions as required by state law. It also collects data from environmental testing, disease outbreaks, shellfish testing, and water quality testing. Another role assumed by PHL is development and maintenance of a World Wide Web server to be utilized by DOH to provide information to interested parties via the internet. Newborn screening is a partner with CFH and EHS in the ABIDE project.

**Environmental Health Programs (EHP):** EHP has several systems which collect data on efforts to monitor environmental factors including air, water, shellfish, toxic substances, radiation, communities (food providers, playgrounds), and these environmental factors relationship to communities' health status. The largest system uses ADABAS and Natural in a UNIX server to monitor water quality testing. Most other systems are PC based using tools such as dBase, Clipper, RBase, and Paradox. ARC Info is used for geographic information systems analysis. EHP is engaging in an information systems

planning effort to identify future improvements needed to its systems during the next biennium.

**Health Systems Quality Assurance (HSQA):** HSQA monitors, licenses, and maintains data bases of health providers and health facilities. They have significant systems for licensing including automated scanning of tests and applications utilizing a data base in Oracle on an RS 6000. Scanning applications have been written in Visual Basic and C. Emergency rooms and trauma centers statewide use a PC based data collection system developed by a private vendor.

**Management Services Division (MSD):** MSD is responsible for all agency wide financial, personnel, information systems support, and administrative systems. Current financial and personnel systems are PC based and utilize FoxPro or other Xbase systems. A new grants management and cost allocation system is being developed in Visual Basic and SQL Server. The Information Services Office provides information systems planning, coordination, and technical services department wide. Its most significant responsibility is support for the agency Wide Area Network (WAN) which connects state offices in the Olympia area, Seattle, and Spokane. This WAN is expanding with recent funding of the INPHO (Information Network for Public Health Officials) project which will tie all 33 LHDs statewide into the DOH WAN. The WAN uses Novel 3.x, IPX and TCP/IP. It connects to the Internet and Internet users are expanding. EMail and calendar management services are provided to over 1000 DOH staff. Management services is working to improve its support for data administration for the many related projects within DOH.

## **2.2 Contract Term and Provision of Initiation and Payment for Services**

### **2.2.1 Contract Term**

The DOH anticipates the begin date of the contract to be on or around December 15, 1995 through June 30, 1997.

The Bidder selected will provide consultative services for the development and implementation of an enterprise-wide Information Technology Strategic Plan utilizing the fundamental principles of Information Resource Management (IRM) and Information Engineering (IE). The selected Bidder will provide in-depth training to DOH and other public entity staff on the basic principles of IRM and the modeling techniques used in IE. The Bidder selected will facilitate meetings with content experts and other DOH staff to develop the following models:

- **Functional Models** - definitions of functions, processes, and activities
- **Data Models** - definitions of entities, relationships, and data attributes
- **Application Models** - definitions of data views (includes flows and stores), processes and external entities
- **Organizational Models** - structure of the organization
- **Location Models** - physical sites of the organization
- **Technology Models** - hardware, software, and all technological components of the organization individually identified and described
- **Intersection Models** - organization-to-function matrices, function-to-data matrices, function to location matrices, etc.

In addition, the selected Bidder will facilitate meetings to:

- Review and validate models.
- Identify issues/policies that may limit or restrict how DOH develops information systems.
- Identify technology standards that contribute to an IRM environment.
- Establish prioritized strategic information technology projects.

### **2.2.2 Invoices**

The Bidder selected and subsequently performing services for DOH will bill monthly for services rendered. Invoices will be submitted using the DOH form A19-1a and will include a brief report of services rendered to support the hours billed on the invoice. The invoice must be approved prior to payment by the DOH Information Services Office Director, or the Director's delegated alternate.

### **2.2.3 Bidder's Expenses**

The bidder may incur expenses in performance of the services requested by DOH. Travel expenses required to perform the work such as travel to interview system users will be payable at rates for expenses specified by state regulations. Expenses for personal travel, special materials, software, or other tools which bidders believe necessary to meet a request for services will be required to be disclosed on any bid and will be negotiable. DOH will not acquire any good or service through a bidder on this contract in a manner inconsistent with state procurement regulations.

### **2.2.4 Subcontracts**

Bidders may use subcontractors to meet services requested by DOH. The intent to use certain parties as subcontractors can be stated in the Proposal in response to this RFQQ. Approval of the use of a subcontractor not included in the proposal may be denied for any reason at the sole discretion of the DOH Contracts Officer without right of appeal.

### **2.2.5 Right of Ownership and Confidentiality**

The Department shall own all data collected and stored, and other forms and reports produced in the performance of services rendered under contract from this procurement.

The Department shall own all documentation and software produced in the performance of services rendered under contract from this procurement.

Much of DOH data relates to personal health. All data, programs, or documentation encountered by the bidder in performance of services requested will be considered confidential not to be copied, shared, or transferred in any way without written permission of the DOH Information Services Office Director, or the Director's delegated alternate.

## **2.3 Insurance Requirements**

### **2.3.1 General Requirements**

The Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance

satisfactory to the state that insurance in the following kinds and minimum amounts has been secured.

### 2.3.2 Specific Requirements

#### Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

#### Liability Insurance

The Contractor shall at all times during the term of this contract, carry and maintain liability insurance with the following minimum limits:

1) Commercial General Liability Insurance

Bodily Injury:

Per Occurrence

\$1,000,000

Aggregate

1,000,000

Property Damage:

Per Occurrence

\$1,000,000

Aggregate

\$1,000,000

2) Or, \$2,000,000 combined single limit each occurrence/aggregate General Liability and Property Damage.

3) Commercial Automobile Liability Insurance

Bodily Injury:

Per Person

\$1,000,000

Aggregate

\$1,000,000

Property Damage:

Per Occurrence

\$1,000,000

4) Or, \$2,000,000 combined single limit each occurrence/aggregate Commercial Automobile Liability and Property Damage

#### Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

2. **Material Changes.** A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to this contract; provided that thirty (30) calendar day written notice shall be given for surplus line insurance cancellation for nonpayment of premiums, such notice shall not be less than ten (20) calendar days prior to such date.
3. **Identification.** Policy must reference the state's bid/contract number.
4. **Insurance Carrier Rating.** The insurance required above shall be issued by an insurance company authorized to do business within the state of Washington. Insurance is to be placed with a carrier that has a Best's rating of A-7 or better. Any exception must be approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement.
5. **Excess Coverage.** The limits of all insurance required to be provided the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

## **Section 3**

### **PROCUREMENT RULES AND PROCEDURES**

#### **3.1 Issuing Office, Contact with the State**

This Request for Quotes and Qualifications (RFQQ) is issued by the Washington State Department of Health (DOH). The Acquisitions Coordinator is the sole point of contact between Bidders and DOH with regard to this RFQQ from the date of its release until the Apparently Successful Bidder has been announced. Any attempt by a Bidder to contact DOH other than through the Acquisitions Coordinator concerning this procurement during that time may be cause to disqualify the Bidder from further consideration in this procurement. All questions and requests for clarification should be directed only to the designated Acquisitions Coordinator identified below.

#### **3.2 Acquisitions Coordinator**

The Acquisitions Coordinator designated for this procurement is Buzz Hettinger. In the event that Mr. Hettinger can not be available at certain times he or the ISO, Planning and Policy Manager shall designate another party to serve as Acquisitions Coordinator in his absence.

All communications pertaining to this RFQQ must be directed only to the Acquisitions Coordinator, or designee, as follows.

Department of Health  
Attention: Buzz Hettinger, Acquisitions Coordinator  
Re: RFQQ # 9940-04260  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904

Telephone: (360) 705-6133  
FAX: (360) 705-6104

#### **3.3 Conduct of Acquisition**

This acquisition is being conducted in compliance with the policies and procedures of the Office of Financial Management (OFM) as well as other applicable state laws and regulations. OFM must provide final contract approval.

#### **3.4 Conditions**

Proposals are invited and will be accepted subject to the following conditions and rights of the Department. The Bidder is specifically notified that failure to comply with any part of the Request for Quotes and Qualifications may result in rejection of the entire proposal as non-responsive.

##### **3.4.1 Only Source for Proposal Requirements**

Proposals are to be based only on this RFQQ, subsequent amendments if any are issued, and the written Questions and Answers which will be published to all Bidders. Bidders are

specifically instructed to disregard any previous materials, including RFQQ drafts if any were issued, and any oral representations the Bidder may have been given.

#### **3.4.2 Proposal Preparation Costs**

Neither the State nor the agency (DOH) issuing this RFQQ is in any way liable for costs incurred by Bidders to prepare proposals, conduct presentations or any other activities in response to this RFQQ.

#### **3.4.3 No Obligation to Buy**

The State reserves the right to award no contract as a result of this RFQQ. Bidders under contract by this procurement are not assured of receiving any minimum amount of business from DOH.

#### **3.4.4 Receipt of Insufficient Competitive Proposals**

IF DOH receives two or less responsive proposals as a result of the RFQQ, DOH reserves the right to select the contractor which best meets DOH needs. That contractor will be selected by DOH management.

#### **3.4.5 Third Party Bidder**

Proposals will be accepted from Bidders which propose services provided by other parties, with the understanding that the Bidder is the sole Contractor and is solely responsible to the Department for the delivery and performance of all services which the Department may elect to procure from the Bidder.

#### **3.4.6 State Approval**

The Department reserves the right to terminate any contract if state funds and/or approval are not granted or for any other reason at the discretion of the Department.

#### **3.4.7 State Constitution - Applicable Provisions**

The Constitution of the State of Washington provides that the State shall make no advance payment for goods or services. Therefore, Bidders should anticipate payment after the invoice period in which the goods were delivered and accepted and/or services were rendered, rather than at or before the beginning of such period.

The State is precluded from entering into a conditional sales contract unless such contract can be canceled for non-allocation of funds with no penalty to the State.

#### **3.5 Minority and Women Business Enterprises Consideration**

The Department encourages the participation of Minority and Women Business Enterprises (MWBE). To facilitate MWBE participation the Department will add five (5) percent of the bidders score to the combined score for the Qualifications, and Cost Proposals of any Bidder which meets any one of the following criteria:

(a) The Bidder submitting the proposal is owned and operated by minorities or women and has been certified as a MWBE by the Washington State Office of Minority and Women's Business Enterprises. Proof of certification must accompany the Bidder's proposal.

(b) The Bidder will commit to subcontracting a minimum of four percent (4%) of the contracted amount with a Women Owned Business Enterprise or a minimum of ten percent (10%) of the contracted amount with a Minority Owned Business Enterprise. The Subcontractor(s) must be identified in the Bidder's proposal and be certified as a MWBE by the Washington State Office of Minority and Women's Business Enterprises. Proof of MWBE certification must accompany the Bidder's proposal.

MWBE specifications become part of the terms and conditions of any contract awarded as a result of this RFQQ process. Failure to comply with MWBE requirements after award is a material breach of contract and may result in the Department withholding payment, suspension or termination of the contract, in addition to monetary penalties (RCW 39.19.090) of up to ten percent (10%) of the amount of the contract, or up to five thousand dollars (\$5,000) for each violation.



### 3.6 Procurement Schedule

The following schedule is planned for this procurement:

- |   |                                      |
|---|--------------------------------------|
| 1. Public Notification of RFQQ  | October 11, 12, 13, 1995             |
| 2. Issue RFQQ   | October 16, 1995                     |
| 3. Letter of Intent to Bid Due to DOH                                   | October 23, 1995, 2:00 PM PDT        |
| 4. Bidders Conference   | October 30, 1995, 1:00 PM PST        |
| 5. Issue State's Response to Bidders Questions                          | November 1, 1995                     |
| 6. <b>Proposals Due</b>   | <b>November 9, 1995, 2:00 PM PST</b> |
| 7. Preliminary Evaluation Period  | November 13 - 16, 1995               |
| 8. Invitation to Interview Made to Three Highest Bidders                | November 17, 1995                    |
| 9. Bidder's interviews  | November 20 - 22, 1995               |
| 10. Final Evaluation  | November 27, 1995                    |
| 11. Announcement of Apparently Successful Bidder                        | November 28, 1995                    |
| 12. Request for Debriefing Conferences                                  | November 30, 1995                    |
| 13. Begin Contract Negotiations .                                       | December 1, 1995                     |
| 14. Reasonable Facsimile of Final Contracts to Contract Officer and OFM | December 1, 1995                     |
| 15. Debriefing Conferences Completed                                    | December 4 - 7, 1995                 |
| 16. Sign Contracts  | December 15, 1995                    |

PST - Pacific Standard Time

PDT - Pacific Daylight Time

### **3.7 Letter of Intent to Bid**

All bidders who desire to make a proposal must send a letter of intent to bid to the Acquisitions Coordinator no later than 2:00 PM (PDT) on October 23, 1995. Bidders must submit letters of intent via mail, or FAX or any other carrier of convenience for the bidder. Letters of intent should appear on the Bidder's standard letter head paper used for normal business correspondence. The letters must include the bidder's company name, a contact name, the contact's mailing address and phone number and a FAX number for the contact. The letter of intent should specify it is the intent of the bidder's company to prepare a proposal for this bid and wish to receive RFQQ # 9940-04260. Bidder's should submit letters of intent to bid to:

Department of Health  
Attention: Buzz Hettinger, Acquisition Coordinator  
Re: RFQQ # 9940-04260  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904  
Phone (360) 705-6133

Bidders may transmit letters of intent via FAX to:

Department of Health  
Acquisition Coordinator  
Attn.: Buzz Hettinger  
(360) 705-6104

### **3.8 Bidder's Questions and State's Responses**

Bidders may submit questions and requests for clarification pertaining to this RFQQ to:

Department of Health  
Attention: Buzz Hettinger, Acquisition Coordinator  
Re: RFQQ # 9940-04260  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904  
Phone 360-705-6133

Bidders' questions must be received at the above address. Questions received after the Bidders' Conference date stated in the Procurement Schedule (subsection 3.6) may or may not be answered in the State's Responses or otherwise. DOH will attempt to answer all questions received after the Bidders Conference provided that they are received by DOH no later than October 30, 1995.

Bidders may transmit questions via FAX to:

Department of Health  
Acquisition Coordinator  
Attn.: Buzz Hettinger  
(360) 705-6104

The basic content of all Bidders' questions, and the State's response to each question, will be published and mailed to each Bidder. Authors of questions (that is, submitting Bidders) will not be identified in this published document.

The Department's position as set forth in the published Bidders' Questions and State's Responses shall take precedence over the RFQQ, if a conflict exists between the two documents.

The only official answers and position of the State of Washington with regard to Bidders' questions will be those stated in writing in the Bidders' Questions and State's Responses. Bidders are instructed not to rely on oral statements or answers.

### **3.9 Bidder's Conference**

A Bidders Conference will be conducted on October 30, 1995 at 1:00 PM PST to give prospective Bidders an opportunity to ask questions pertaining to the RFQQ. The conference, which is optional for prospective bidders, will be conducted at the following location:

Dept. of Health  
1st Floor Conference Room  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904

Directions on how to reach this facility are provided as Addendum F.

A response will be offered to Prospective Bidders' questions submitted in writing to the Acquisitions Coordinator twenty-four (24) hours prior to the Bidder's Conference. Answers given at the conference are to be considered tentative and will not be official answers until confirmed or clarified in writing.

If the prospective Bidder has reason to doubt whether DOH is aware of the Bidder's interest, it is incumbent on the Bidder to notify DOH of its intent to Bid no later than October 23, 1995, 2:00 PM Pacific Daylight Time (PDT). Such notice must be mailed or Faxed to the Acquisitions Coordinator.

### **3.10 RFQQ Amendments**

The Department reserves the right to amend this RFQQ. Amendments, if any are issued, will be sent to all Bidders who submit a Letter of Intent to Bid.

If a conflict exists or may exist between amendments, or between an amendment and the RFQQ, the document having the latest date shall take precedence. For this purpose the published Bidder's Questions and State's Responses shall be considered an amendment to the RFQQ.

### **3.11 Alternate or Multiple Proposals**

Each Bidder may submit only one proposal. Submission of multiple proposals is disallowed and will result in the rejection of all proposals submitted by the Bidder.

### **3.12 Withdrawal of Proposals**

Bidders may withdraw a proposal which has been submitted at any time up to the proposal closing date and time. A written request signed by an authorized representative of the Bidder must be submitted to the Acquisitions Coordinator. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal closing date and time.

All proposals submitted which are not withdrawn before the proposal closing date and time shall remain valid for 120 days following the proposal due date. Proposals which specify expiration in less than 120 days will be considered non-responsive and will be rejected.

### **3.13 Proposal Due Date**

All required copies of the proposal must be received by the Acquisitions Coordinator not later than 2:00 PM Pacific Standard Time (PST) on the date specified in the Procurement Schedule in Subsection 3.6. Proposals received after that time and date will not be evaluated.

The proposals as delivered must include all parts and components as defined in the Instructions for Proposal Preparation (RFQQ Section 4). No additions, deletions, corrections or amendments whatever can be made by the Bidder after the due date. Incomplete proposals will be rejected as non-responsive.

The Department reserves the right to change the proposal due date to a later date, but will not change to an earlier date.

### **3.14 Proposal Delivery Location**

All parts of the proposal must be mailed or delivered, by means of the Bidder's own choosing, to the Acquisitions Coordinator, or designee, at the address shown below:

Department of Health  
Attention: Buzz Hettinger, Acquisition Coordinator  
Re: RFQQ - 9940-04260  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904

The proposal must be received at the above address not later than the closing date and time for responses to this RFQQ as set forth herein. DOH will not accept late responses and will be automatically disqualify the proposal from further consideration. The Department assumes no responsibility whatever for timely delivery or receipt of proposals. **Faxed proposals will not be considered acceptable and will be rejected.**

The method of delivery of proposals is at the discretion of the Bidder and at the Bidder's sole risk. The Acquisitions Coordinator does not take responsibility for any problems with the mail, either within or outside the Department. Receipt by any other office or mailroom is not equivalent to receipt by the Acquisitions Coordinator, or his designee.

### **3.15 Acceptance of Proposals**

Proposals must be prepared and submitted in accordance with the Instructions for Proposal Preparation (RFQQ Section 4). The Department reserves the right to reject any proposal which does not comply with the instructions.

### **3.16 Proposal Evaluation**

All proposals received by the closing date will be evaluated by teams of independent evaluators. The evaluation process is described in brief below; more specific information about evaluation will be found in Section 7 and this RFQQ.

#### **3.16.1 Pre-screening**

The Acquisitions Coordinator will first review each proposal for compliance with the requirements and instructions set forth in this RFQQ. Proposals found to be non-responsive will be rejected in the prescreening process and will not be forwarded to the other evaluation teams for further review.

#### **3.16.2 Review for Compliance with Mandatory Requirements**

Proposals will then be reviewed by the Acquisitions Coordinator to ascertain that the requirements identified in this RFQQ as Mandatory Requirements (MR) are adequately addressed. Proposals found to be non-responsive will be rejected and will not be forwarded to the evaluation teams for further review.

#### **3.16.3 Scoring**

Proposals which meet the mandatory requirements will be reviewed and scored by evaluation committees consisting of representatives of the Department and any other sources deemed necessary by the Department. Requirements identified as scored by the appearance of "(MS)" on the heading line will be reviewed using pre-established evaluation criteria as discussed in Section 7 of this RFQQ. Upon completion of this review scores will be forwarded to the Acquisitions Coordinator.

### **3.17 Waive Minor Administrative Irregularities**

The Department reserves the right, at its sole discretion, to waive minor administrative irregularities in any proposal received.

### **3.18 Selection of Apparently Successful Bidders**

The Acquisitions Coordinator, or designee, will compile the scores achieved on the evaluations of the individual proposal sections, and select the Apparently Successful Bidders on the basis of the final results.

The Department reserves the right to reject any and all proposals received and to issue no contract as a result of this RFQQ. All submissions accepted will be reviewed and the final selection, if any, will be the proposals which, in the opinion of the Department, best meets the requirements set forth in this RFQQ and are in the best interest of the Department.

Any proposal which is rejected as non-responsive will not be evaluated and no score will be assigned.

### **3.19 Contract Award**

The Department reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Bidder can offer. **The Bidder shall specifically stipulate in the Submittal Letter that the proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Quotes and Qualifications.** It is understood that the proposal will become a part of the official file on this matter without obligation to the Department.

### **3.20 Award Notice**

Bidders whose proposals have not been selected for further negotiation or award will be sent via FAX a notice of intended contract award at the FAX number given in the Qualifications proposal, Section 5.1.1. It is further understood that unsuccessful proposals shall remain property of the Department and shall not be returned to the Bidder.

### **3.21 Bidder Debriefing**

Bidders which submitted an unsuccessful bid **may, within one business day of receipt of the notice of intended contract award, request a meeting for debriefing and discussion of their proposals.** The request may be submitted to the Acquisition Coordinator by telephone, fax or in writing. Debriefings will be completed within the five business days following notice of intended contract award. The DOH will control the scheduling of debriefings.

Debriefing will not include any comparisons of unsuccessful proposals with other proposals. DOH will attempt to respond to questions and concerns in this debriefing.

Upon completion of the debriefing conference a Bidder is allowed three (3) business days to file a formal protest of the acquisition to DOH. Only protests setting out an issue of fact concerning a matter of bias, discrimination or conflict of interest errors in tabulation, or non-compliance with procedures described in the procurement document or Department policy shall be considered. Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they attack such issues as an evaluator's professional judgment on the quality of a proposal or the Department's assessments of its own needs or requirements.

Protests not based on these criteria shall not be considered.

Additional protest information is provided in Addendum A.

### **3.22 Execution of the Contract**

The Bidders selected as the Apparently Successful Bidders will be expected to enter into an agreement with the Department which is substantially the same as the contract included with this RFQQ as Addendum E.

The foregoing should not be interpreted to prohibit either party from proposing additional or different contract terms and conditions, as part of their submittal envelope, for consideration during negotiation of the final contract.

Any such proposed contract terms must be included in the submittal envelope and must, if they are changes to existing wording, identify the contract section which is being proposed for modification.

The rate(s) bid ( Bidders response to cost proposal), will be added to the contract as Contract Schedule "A".

If the selected awardee refuses to sign the contract within five (5) business days of delivery of the final contract to the awardee, the Department may elect to cancel the selection and award the contract to the next highest bidder.

### **3.23 Authority to Bind the Department**

The Secretary of the Department or an appointed designee are the only individuals who may legally commit the Department to the expenditure of public funds for this procurement. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

### **3.24 Disposition of Proposals**

All materials submitted in response to this RFQQ shall become the property of the Department.

The proposal submitted by the Apparently Successful Bidder will be incorporated into and become part of the resulting contract.

All proposals received by the Department will, upon receipt, become and remain the property of the Department. The Department will have the right to use all system concepts, ideas and methods contained in any proposal and this right will not be affected by the acceptance or rejection of the proposal.

Only the selected proposal and supporting documentation will become part of the public record.

### **3.25 Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of the Department.

Records pertaining to competitive procurement are not disclosable until award of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of (a) names of the evaluators; (b) the materials submitted by unsuccessful Bidders; and (c) the portion(s) of the successful proposal designated proprietary, until the Apparently Successful Bidder has had an adequate opportunity to seek a court order preventing disclosure.

There will be a charge for copying and shipping requested materials as outlined in Chapter 388-320-140 WAC. No fee shall be charged for inspection of contract files. Requests for

information should be addressed to the DOH Contracts Officer at the address shown below:

Department of Health  
Contracts Management  
Attn: Mary Brennan  
Airdustrial Park, Building 11  
P O Box 47905  
Olympia, WA 98504-7905



## **Section 4**

# **INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMITTAL**

### **4.1 Proposal Organization and Number of Copies**

Proposals must be submitted in three parts as follows:

- a) Submittal Envelope (2 copies)
- b) Qualifications Proposal (4 copies)
- c) Cost Proposal (2 copies)

The required composition of each part is described in later paragraphs of this Section.

The Bidder may also submit supplemental materials, at the Bidder's option, but not as a substitute for the required parts of the proposal.

### **4.2 Proposal Format**

Each proposal part (Qualifications, Cost, Submittal Envelope) must be separate units.

Proposals must be on standard 8.5" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit within the 8.5" x 11" format. All pages, except for those in the submittal envelope, must be consecutively numbered, starting with page 1 in each of the proposals. The page number may be located at the top or bottom as the Bidder prefers, but the location must be consistent throughout. The Bidder's assigned Bidder code must appear on each page of the qualifications and cost proposals in a consistent location, which may be on the same line as the page number.

### **4.3 Submittal Envelope (2 copies)**

The submittal envelope is to include:

- a) Letter of submittal
- b) Certifications and Assurances form (signed)
- c) Confidentiality Statement (signed)
- d) Minority and Women Business Enterprises certifications, if submitted.

The outside of the Submittal Envelope must be labeled as follows:

Washington Department of Health  
Name of Bidder  
RFQQ - 9940-04260

The envelope must be sealed when delivered. The person who takes delivery will execute a receipt which will be signed by the delivering party and the date and time received. The required contents of the submittal envelope are specified below.

#### **4.3.1 Letter of Submittal**

The letter must be written on the Bidder's official business letterhead stationery. It must include the following, in the order given:

- a) An itemization of all materials and enclosures being forwarded collectively in response to the RFQQ;
- b) A reference to all RFQQ amendments received by the Bidder (by amendment issue date), to ensure the Bidder is aware of all such amendments in the event there are any; if none have been received by the Bidder, a statement to that effect should be included;
- c) A statement that the Bidder believes the proposal addresses all the mandatory requirements set forth in the RFQQ;
- d) A statement which acknowledges and agrees to all of the rights of the Department including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFQQ;
- e) An expression of the Bidder's willingness to enter into an agreement with the Department which includes the terms and conditions of the contract included as Addendum E of this RFQQ; and
- f) The Bidder's guarantee that the proposal as submitted shall remain in full force and effect for a specified period of time, which must be at least 120 days from the proposal due date specified in this RFQQ.

The Bidder may include any other topics or statements in the letter as the Bidder deems appropriate and may wish to convey to the Department.

If the Bidder wishes to propose alternate contract language, such proposal shall be made in the body of the submittal letter or, alternatively, in a separate document referenced from the body of the letter and enclosed in the Submittal Envelope.

The letter must be signed by an authorized representative of the Bidder.

#### **4.3.2 Certifications and Assurances Form**

An authorized representative of the Bidder must sign the Certifications and Assurances form, which must then be included in the Submittal Envelope.

The Certifications and Assurances form is included in this RFQQ as Addendum C.

#### **4.3.3 Confidentiality Statement**

An authorized representative of the Bidder must sign the Confidentiality Statement, which must then be included in the Submittal Envelope.

The Confidentiality Statement is included in this RFQQ as Addendum B.

#### **4.3.4 OMWBE Certification**

Bidders must provide a copy of their OMWBE Certification Letter, or a letter signed by an authorized representative of the bidder assuring the bidder is OMWBE certified, and stating the bidder's certification period, certification status or class, and their OMWBE

identification number. Reference checks with the Washington State Office of Minority and Women's Business Enterprises will be made for any bidder claiming OMWBE status.

#### **4.4 Qualifications Proposal (5 copies)**

The outside cover of the Qualifications Proposal is to be labeled as follows:

Washington Department of Health  
Qualifications Proposal  
Bidders Name  
RFQQ - 9940-04260

The Bidder's assigned Bidder Code must appear on every page of the Qualifications Proposal.

The Qualifications Proposal is to contain the responses to the questions and requests for information given in Section 5 of this RFQQ.

**Do not** include any price information in the Qualifications Proposal.

#### **4.5 Cost Proposal (2 copies)**

The outside cover of the Cost Proposal is to be labeled as follows:

Washington Department of Health  
Cost Proposal  
RFQQ - 9940-04260

The Bidder's assigned Bidder Code must appear on every page of the Cost Proposal. Do not identify the Bidder by name in any way in the Cost Proposal or on its cover.

The Cost Proposal is to contain the responses to the questions and requests for information which appear in Section 6 of this RFQQ.

Do not use any description which might reveal the identity of the Bidder to evaluators.

#### **4.6 Supplemental Material**

Any supplemental material which the bidder feels might be of material interest to the department about the bidder's business may be included as supplemental information to the qualifications proposal. It will not however, be scored, nor may it be utilized to supply responses to any of the questions or requests for information in this RFQQ. Please limit the amount of supplemental material included with your response to no more than three brochures of not more than 10 pages total.

#### **4.7 Proposal Content, Order of Appearance**

Responses to each question or request for information must appear in the order given in the RFQQ, numbered and headed the same way and with full text as each item appears in the RFQQ. A response for every numbered subsection (which should be identified as (MS-#)

or (MR) in Sections 5 and 6 of this RFQQ is required in the corresponding proposal except where:

- a) the numbered item serves as a heading only, and there is no statement under the heading line; or
- b) otherwise stated within the numbered item.

The proposal evaluators will find it helpful, and the Bidder will likely find it convenient during proposal preparation, if the Bidder will repeat the number, heading, and full text of all subsections, including those which do not require a response. To assist Bidders in developing their proposals this document is being provided in electronic format (3.5 inch disk) in Word for Windows 6.0 (DOHRFQQ.DOC) and Wordperfect 5.1 (DOHRFQQa.DOC).

#### **4.8 Responses to All Subsections Required**

The Bidder must provide the information requested in all mandatory subsections of the Qualifications and Cost Proposal Sections (Sections 5 and 6) without respect to whether a subsection states a mandatory or scored requirement. That is, the fact that a requirement is not scored does not mean that providing the requested information is optional. Failure to provide an adequate response to any mandatory subsection that requests information may cause the Proposal to be deemed non-responsive and be disqualified from further consideration. Failure to agree to be and appear for an interview if chosen as a bidder qualified to be interviewed under sub-section 5.9 will also constitute failure to provide an adequate response to a mandatory subsection, even though this is a scored subsection. Failure to provide an adequate response to subsection 5.9 that requests an employment interview may cause the Proposal to be deemed non-responsive and be disqualified from further consideration.

#### **4.9 Mandatory Requirements**

Mandatory Requirements (MR) - A Mandatory Requirement sets forth minimal information that must be considered, capabilities that must be provided or minimum performance levels that must be met by the Bidder. Failure of the Bidder to adequately meet any one Mandatory Requirement shall render a Proposal non-responsive and constitutes grounds for Proposal rejection. The Department reserves the right to waive non-material deviations if this is in the best interest of the Department.

Mandatory Requirements are denoted by (MR) on the heading line and will be evaluated on a Pass/fail basis only. No score is credited for meeting Mandatory Requirements.

Failure to meet a Mandatory Requirement shall be established by any of the following conditions:

- The Bidder states that a Mandatory Requirement cannot be met;
- The Bidder fails to include required information in a Mandatory Requirement;
- The Bidder fails to include sufficient information to substantiate that a given Mandatory Requirement is met; or

- The Bidder fails to include requested references or documents.

If all Bidders fail to meet the same Mandatory Requirement, the Department reserves the right to waive the Mandatory Requirement or to cancel the acquisition.

#### **4.10 Scored Requirements**

Requirements which are not designated to be mandatory "(MR)" are scored requirements, denoted by the appearance of "(MS-#)" (where # is a numeric indicator of evaluation weight assigned to the item)" on the heading line. These will be evaluated and a score will be assigned by each evaluator based on the merit of the proposed solution as described in the Bidder's response. It is in the Bidder's best interest therefore to be as thorough as practicable in its responses.

#### **4.11 Proprietary Material - Public Disclosure**

All materials submitted in response to this competitive procurement become the property of the Department.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Secretary of the Department, or designee, and the apparent successful Bidder; thereafter the proposals shall be deemed public records as defined in RCW 42.17.250 to .340.

In the event a Bidder desires to claim portions of its proposal as exempt from disclosure under the provisions of RCW 42.17.250 to .340, it is incumbent upon the Bidder to identify those portions in the Bidder's proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

The Department will consider a Bidder's request(s) for exemption from disclosure; however, the Department will make a decision predicated upon the applicable laws. An assertion by the Bidder that an entire volume of its proposal is exempt from disclosure will not be honored.

Response to a request to view or copy a proposal shall be according to Department public disclosure procedure. If any information is marked as proprietary in the proposal such information shall not be made available without giving the submitting Bidder an opportunity to seek a court order preventing disclosure.

For any requests of materials, there will be a charge for copying as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, however, twenty-four (24) hours notice to the DOH Contracts Officer is required. Requests for information should be addressed to:

Department of Health  
Contracts Management  
Attn: Mary Brennan  
Airdustrial Park, Building 11  
P O Box 47905  
Olympia, WA 98504-7905

## **SECTION 5**

### **QUALIFICATIONS PROPOSAL REQUIREMENTS**

#### **5.1 Bidder Firm Information**

##### **5.1.1 (MR) Bidder Name and Address**

State the bidding organization's full company or corporate name and give the official representative, address, telephone number and FAX number of the Bidder's office location responsible for performance under a contract with the State of Washington in the event the Bidder becomes the Apparently Successful Bidder.

##### **5.1.2 (MR) Organization**

Specify how the bidding entity is organized (proprietorship, partnership, corporation).

##### **5.1.3 (MR) Year of Organization**

Specify the year in which the Bidder was first organized to do business as substantially the entity which now exists, whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and regardless of name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the Bidder, and the response should be formulated to provide that information as appropriate to the Bidder's business circumstances.

##### **5.1.4 (MR) Bidder Financial Responsibility**

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the Proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.

Provide a copy of your Dun and Bradstreet, Equifax, TRW, or other national credit rating.

Disclose any and all judgments, pending or expected litigation, or other real or potential financial or legal events that might materially affect the viability or stability of the proposing organization or warrant that no such condition is known to exist.

##### **5.1.5 (MR) Principal Officers**

Give the name, office, address and business telephone number of the principal officers of the bidding organization. At a minimum, include officers who hold the following functional positions:

- a) Board Chairperson, if a corporation
- b) President or other chief executive officer
- c) Corporate Secretary, if a corporation
- d) Chief financial officer

### **5.1.6 (MR) Owners**

Identify by name, business address and telephone number of all owners, partners or stockholders who own ten percent (10%) or more of the bidding organization. If any corporation owns ten percent (10%) or more of the bidding organization, identify the corporation and its chief executive officer and chief financial officer.

### **5.1.7 (MR) Change in Ownership**

If any change in ownership or control of the bidding organization is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

### **5.2 (MR) Minority-Owned or Women-Owned Business Enterprises**

Declare whether the Bidder is a certified minority-owned business and/or women-owned business.

If any Subcontractor is a certified minority-owned or women-owned business, name the Subcontractor here and provide evidence of certification in the Submittal Envelope.

### **5.3 Responsible Parties**

#### **5.3.1 (MR) Management**

Identify by name, title or position, and telephone number all management-level officers of the bidding organization's performing office who would have direct responsibility for the performance of a contract resulting from this RFQQ.

#### **5.3.2 (MR) Contract Responsibility**

Identify by name, title or position, and telephone number the individual who would have primary responsibility for initiating service resulting from this RFQQ; i.e., a manager or representative for this contract.

### **5.4 (MR) Washington Business License**

Either (a) state that the Bidder now holds a valid business license issued by the State of Washington, and provide the license number; or (b) declare that the Bidder will obtain such license if selected as the Apparently Successful Bidder, immediately upon such selection and before execution of a resulting contract. Also provide the Federal Tax ID.

Bidders who wish to obtain further information regarding a Washington Business License may write:

Department of Licensing  
Business License Services  
PO Box 9034  
Olympia, WA 98507-9034  
Or call this number: (360) 753-4401

## **5.5 Past and Present Relationships with the State**

### **5.5.1 (MR) Prior and Existing Contracts**

If the bidding organization, its predecessor, or any party named in the preceding subsections has contracted with DOH during the past 24 months, identify the contract number and/or any other information available to identify such contract(s).

If no such contracts exist, so declare.

### **5.5.2 (MR) Bidder's Employee Relationships to State**

If any party named in the preceding subsections of this Section 5 is or was an employee of the State of Washington in the past 24 months, identify the individual(s) by name, Social Security Number, State agency by which employed, job title of position held with the State, and separation date.

If no such relationship exists, so declare.

### **5.5.3 (MR) Relationships to Department's Employees**

If any owner or key officer or key employee of the Bidder is related by blood or marriage to any employee of the Department (including all its organizational parts), or has a close personal relationship to same, identify each such owner or employee of the Bidder, nature of the relationship, and employee of the Department to whom related.

If no such relationship exists, so declare.

### **5.5.4 (MR) Persons Employed by Both State and Bidder**

If any employee of any agency of the State of Washington is employed by the Bidder, or sits on the governing board of the Bidder, as of the due date for bid submission specified herein, identify all such persons by name, position held with the Bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the bidding organization. If, after review of this information by the Department, it is determined that a conflict of interest exists or may exist, the Bidder may be disqualified from further consideration in this procurement.

If no such relationship exists, so declare.

## **5.6 (MR) Contract Performance**

If the Bidder has had a contract terminated for default during the past five years, all such incidence must be described in the format explained below. Termination for default is defined as notice to stop performance delivery due to the Bidder's non-performance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Bidder; or (b) litigated and such litigation determined the Bidder to be in default.

Submit full details of all terminations for default experienced by the Bidder during the past five years including the other party's name, address and telephone number. Present the Bidder's position on the matter. The Department will evaluate the facts and may, at its



sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from this RFQQ may be jeopardized by selection of the Bidder.

If no such termination's for default have been experienced by the Bidder in the past five years, so declare.

By providing the information required in this section, the Bidder authorizes the Department to contact the entities with which the Bidder/Subcontractor has contracted regarding contract performance. The information received from these entities may be used for scoring purposes under the references section.

The Department will evaluate the facts and may, at its sole discretion, reject the Bidder's Proposal if the facts discovered indicate that completion of a contract resulting from this RFQQ may be jeopardized by selection of the Bidder.

## **5.7 (MR) Subcontractors**

In order to achieve the best possible combination of experience and skill, Subcontractor arrangements may be proposed. Any and all such relationships must be in the context of a Subcontractor(s) to the Bidder. The bidding firm must be declared as the prime Contractor.

If any Subcontractor relationships are proposed, describe the Subcontractor relationship with the bidding firm. Discuss the nature of the Subcontractor organization and the management and reporting relationships between the Bidder's firm and the Subcontractor.

If no subcontracting is intended, so declare.

## **5.8 (Information Only) Qualifications Based on Experience and Evaluation of Client References**

This paragraph explains the approach to determination of Qualifications Based on Experience and Evaluation of Client References.

Responses will address bidder's experience in providing services for the development and implementation of an enterprise-wide Information Technology Strategic Plan utilizing the fundamental principles of Information Resource Management (IRM) and Information Engineering (IE). In addition, responses will address the bidder's experience in providing training on the basic principles of IRM and the modeling techniques used in IE. Bidders will also be required to specifically address their experiences in these specialties. Bidders will be required to provide one page resumes on individuals available to the bidder to provide these services. Bidders will be required to provide five references for these services.

### **5.8.1 (MS-11) Direct Experience - IT Strategic Planning**

Present specific experiences the bidder and/or subcontractors have had in performing these services. Clearly describe the scope and scale of the services provided for each experience. Include at least three but not more than ten experiences. Limit the description of each experience to one page or less. Each description can include either the bidder or a subcontractor(s) or both. The score will be based on the degree to which the bidder has demonstrated a successful track record in providing these services.

### **5.8.2 (MS-11) Direct Experience - Training on IRM/IE Principles**

Present specific experiences the bidder and subcontractors have had in providing training on IRM/IE principles. Clearly describe the type of training provided, who the training was provided to, an estimated number of individuals trained, and a short description of the training materials used. Include at least three but not more than ten experiences. Limit the description of each experience to one page or less. Each description can include either the bidder or a subcontractor(s) or both. The score will be based on the degree to which the bidder has demonstrated a successful track record in providing these services.

### **5.8.3 (MS-5) Value as a Resource to DOH**

Describe the resources of the bidder in general to meet the needs of DOH for these services. Include bidder size, sources of people, a list of state, public, and/or private organizations the bidder has served, during the past 5 years, in the Olympia area. Score will be based on the degree to which the bidder can be an available ongoing resource to DOH.

### **5.8.4 (MS-13) Bidder References**

The following information is required:

- a) The bidder must provide five (5) non-Bidder-owned customer references for their firm.
- b) For these references the Bidder must have served the customer referenced with these IT Strategic Planning services and/or IRM/IE training services.

DOH may, at its option, contact other Bidder customers, that DOH may discover independent of the bidder's response, for references.

Scores for this section will be based on the reference checks.

## **5.9 (Information Only) Qualifications Based on Evaluator Interviews**

This paragraph explains the approach to determination of Qualifications Based on Evaluator Interviews. Responses to this section will enable scores to be assigned to each bidder qualifying to be interviewed.

### **5.9.1 (MS-40) Evaluator Interviews**

Bidder's responses for the previous questions of this section (5.1 through 5.8) will be scored and totaled for this section. The three (3) bidders receiving the highest raw score from their responses to this section (5.1 through 5.8) will be invited to attend interviews. Bidders may not decline to be interviewed. If a bidder declines, their bid will be declared non-responsive and the bidder receiving the next highest raw score from this section will be offered an opportunity to be interviewed. Bidder's proposing the utilization of sub-contractors, should supply a representative of all subcontracting firms along with the representative of the bidder's firm for the interview. Interviews will be held at the following location:

Dept. of Health  
1102 SE Quince St.

P.O. Box 47904  
Olympia, WA 98504-7904

Directions on how to reach this facility are provided as Addendum F.

The three bidders will be asked a standard set of questions, and will be given an opportunity to make a short presentation (not more than 10 minutes) about their firm. The bidders will be scored on their overall performance in the interview and presentation.

## **SECTION 6**

### **COST PROPOSAL REQUIREMENTS**

#### **6.0 Cost**

The contract resulting from this proposal will identify a maximum not to exceed rate.

The Cost Proposal will be submitted as a separately bound document.

#### **6.1 (MR) Cost Proposal Requirements**

The Department requires the following of the Cost Proposals:

- The proposal must be free from mathematical error. (Minor rounding errors are not considered mathematical errors.)
- The proposal must include all costs as described in this section.

#### **6.2 Financial Requirements Completion**

All reimbursement under the contract will be for time, materials, and travel expenses as noted below in 6.2.1, for statements of work created as addenda to the contract.

##### **6.2.1 Rate**

The bidder will specify a single not to exceed hourly rate. This hourly rate is expected to cover all costs of a work assignment in the Olympia, WA area. DOH will provide work space and the necessary equipment and materials. On mutual agreement between the bidder and DOH, work may be performed in the bidder offices using bidder materials and equipment at no additional expense to DOH. Expenses associated with performing work at a work location outside of Olympia will be paid as they would for any DOH employee, utilizing the OFM and GA, travel policies, guidelines and standards.

##### **6.2.1.1 (MS) Rate Bid**

Provide the bidder's proposed maximum not-to-exceed hourly rate.

## **SECTION 7**

### **PROPOSAL EVALUATION REQUIREMENTS**

#### **7.1 Evaluation Teams**

The evaluation procedures will be performed by the Acquisition Coordinator, and by teams formed by State staff. The team evaluations will progress independently of each other, without cross-dissemination of evaluation results (except in the event a proposal is rejected as non-responsive).

#### **7.2 Basis for Evaluation**

The Quality and Cost sections of the proposals will be evaluated on the basis of the Bidder's proposals. Scores for each section will be normalized so that the best response for each section will receive the maximum points and other proposals will be adjusted accordingly.

#### **7.3 Evaluation Steps**

Proposals will be evaluated in three stages:

##### **7.3.1 Preliminary screening**

Proposals will first be reviewed for compliance with procedural instructions as set forth in the RFQQ. If a proposal is found to be non-responsive, it will be eliminated from further consideration.

##### **7.3.2 Review of Mandatory Requirements**

The Qualification and Cost proposals will then be reviewed by the Acquisition Coordinator and other team members for adequacy of responses to the mandatory requirements, as indicated in the RFQQ by (MR) on the requirement heading line. If any mandatory requirement is not met, the proposal will be eliminated from further consideration.

If, in the opinion of the Department, the financial information provided by the Bidder in the Qualification Proposal does not adequately demonstrate financial stability, the Bidder's proposal may be rejected without further consideration.

##### **7.3.3 Qualitative Review and Scoring**

Proposals which pass the preliminary screening and mandatory requirements review will be evaluated and scored based on responses to requirements in the RFQQ which are denoted as scored by the appearance of (MS-#) on the requirement heading line. The evaluators will consider how well the Bidder's proposed solution meets the needs of the DOH, as described in the Bidder's response to each requirement. It is therefore important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal.

#### **7.4 Scoring**

Each scored item will be given a score by each evaluator. Qualifications evaluators will be given an opportunity to discuss the proposals and results of references within them prior to

final scoring. The evaluators will complete final scores independently of each other. Scores of the evaluators will be averaged to arrive at the unweighted raw score for each scored item.\*

#### **7.4.1 Qualification Points**

Points will be assigned based on sufficiency of qualifications supporting each of the items being rated. A scale of one to ten will be used, where the ends and mid-point are defined as follows:

1= The evaluator determines the qualifications are inadequate or unusable.

5= The evaluator determines the qualifications are adequate and of average capability, availability and utility to DOH.

10= The evaluator determines the qualifications are clearly superior to that which is average and in the ability to meet DOH needs.

\*In addition to the point score assigned, each scored requirement is assigned a weight value factor in the range of one to ten, as shown on the heading line for each scored subsection. The unweighted raw score given each item by the evaluators will be multiplied by the value for that item to give the weighted raw score. Items in 5.8 (the scored items) will then be totaled to give the preliminary weighted raw score. The bidders with the highest three preliminary weighted raw scores will then be invited to be interviewed as explained in subsection 5.9. In the event of a tie (bidders with the same preliminary weighted raw score) interviews will be offered to all bidders with the score. If a bidder refuses this interview, their proposal will be considered non-responsive, and an interview offer will be made to the bidder receiving the next highest raw score, until three (3) bidders are interviewed. The weighted raw scores from these interviews will be added to the bidders preliminary weighted raw score to give the Qualifications Proposal weighted raw score. Bidders not receiving invitations to interview are eliminated from this procurement as they will not have a completed Qualifications Proposal weighted raw score.

#### **7.4.2 Cost Points**

The raw score for the Cost Proposal is computed by dividing the amount of the lowest proposed Total Bid Amount by the Total Bid Amount in the Bidder's proposal.

#### **7.5 Total Weighted Score**

Only bidders who receive an invitation for employment interview and complete the interview will receive a total weighted score. All other bidders are eliminated from competition for this procurement. The Bidder's total weighted score is the sum of:

- a) Qualifications Proposal weighted raw score for interviewed bidders divided by the highest Bidders Qualifications Proposal weighted raw score for interviewed bidders multiplied by 80. The maximum score for qualifications is 80.
- b) Cost Proposal raw score multiplied by 200. The maximum score for cost is 20.
- c) 5 MWBE points as defined below.

## **7.6 MWBE Preference**

If the Bidder has met the requirements for MWBE preference (see Subsection 3.5), a bonus of five (5) percent of the bidders total weighted score will be added as a part of the total weighted score.

## **7.7 Scoring / Selection Approach**

The Qualifications and Cost Teams will separately present the results of their respective evaluations to the Acquisitions Coordinator. The Acquisitions Coordinator will compile the scores, add the MWBE bonus for qualified Bidders, and select the Apparently Successful Bidder on the basis of the final result of achievement of the highest score. Should two or more bidders tie for the highest score, the department reserves the right at its option to declare this RFQQ invalid and develop a new procurement, to offer contracts to any or all bidders who wish to participate or supply some tie breaking mechanism (e. g., random number selection, coin toss, shortest straw) to pick a final apparently successful bidder. The mechanism of selection and the results of the mechanism in the event of a tie are the decision of the DOH and may not be appealed.

## **7.8 Selection of Apparently Successful Bidder**

The evaluation process is designed to award the acquisition not necessarily to the Bidder of least cost, but rather to that Bidder with the best combination of attributes based upon the evaluation criteria.

The Acquisitions Coordinator will use the scoring approach in Section 7.7 to determine the Apparently Successful Bidder. All bidders will be faxed a notice of intended contract award announcing the apparently successful bidder.

## **7.9 Bidder Debriefing**

Bidders which submitted an unsuccessful bid may, within one (1) business days of mailing of the notice of intended contract award, request a meeting for debriefing and discussion of their proposals. The request must be in writing addressed to the Acquisition Coordinator. The request may be hand delivered or faxed to the Acquisition Coordinator. If faxed a hard copy should be mailed to the Acquisition Coordinator. The debriefing must be held within three (3) working days of the announcement of the apparently successful Bidder.

Debriefing will not include any comparisons of the Bidder's unsuccessful proposal with any other Bidder's proposal. The Department will attempt to respond to questions and concerns in this debriefing.

## **7.10 Protest by Unsuccessful Bidder**

Upon completion of the debriefing conference, a Bidder is allowed three (3) business days to file a formal protest of the acquisition with the Department. Further information regarding the filing and resolution of protests is contained in Addendum A, Protest Procedures.

## **ADDENDUM A**

### **Protest Procedures**

Bidders protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement. Upon exhaustion of this remedy no additional recourse is available with DOH. Chapter 34.05 RCW, Administrative Procedures Act (APA) does not apply to this procurement.

Only those protests stipulating an issue of fact concerning a matter of bias, discrimination, or conflict of interest, errors in tabulation, or noncompliance with procedures described in the procurement document or Department policy shall be considered.

A protest review will be held by the Department of Health (DOH) to review the procurement process utilized. It is not a review of proposals submitted or the evaluation scores awarded. The purpose of the review is to assure requirements were met and all Bidders were treated equally and fairly.

All protests must be in writing and signed by the protesting party or an authorized agent. Telegrams or similar transmittal will not be considered. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be submitted in the format shown in EXHIBIT "A", attached hereto, and addressed as follows:

Mary Brennan, Contracting Officer  
Department of Health  
Airdustrial Park, Building 11  
P O Box 47905  
Olympia, Washington 98504-7905

Phone 360-586-6915



## **ADDENDUM A**

### **Exhibit “A”**

(This document must be on Bidder’s official letterhead.)

STATE OF WASHINGTON

CONTRACTS MANAGEMENT

In re: \_\_\_\_\_ ) RFQQ - 9940-04260  
Protesting Party ) NOTIFICATION OF PROTEST

I request that the Contracting Officer review the action of DOH more fully defined below. (Explain in detail --(1) the action being protested and (2) all facts and arguments on which you are relying.)

I am filing this petition by mailing it to Contracts Management and by mailing a copy to ( )

(NOTE: The protesting party must mail a copy to the other Bidder(s) who are/may be affected by this protest.)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature of Protesting Party

\_\_\_\_\_  
Title of Protesting Party

## **ADDENDUM B**

### **Confidentiality Statement**

#### Confidentiality Statement

Washington State Department of Health  
RFQQ - 9940-04260

As an authorized representative and/or corporate officer of the company named below, I warrant that my company and its employees will not disclose nor fail to keep secure any documents, diagrams, information and information storage media made available by the Department for the purpose of responding to this RFQQ or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the Department or the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include the returned materials, a letter attesting to the complete return of materials and document the destruction of copies and derivations. Failure to comply will subject this company to liability, both criminal and civil, including all damages to the Department and third parties. I authorize the Department to inspect and verify the above.

I warrant that if my company is awarded the contract, the company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving confirmation from the Department that such third party has an agreement with the State similar to this one.

---

Written Signature

---

Typed Signature

---

Title

---

Date

---

Company Name

## **ADDENDUM C**

### **Certifications and Assurances**

#### Certifications and Assurances

Washington State  
Department of Health  
RFQQ - 9940-04260

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of 120 days following receipt and may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this proposal, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the Department of Health will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals or bids become the property of the Department and I/we claim no proprietary right to the ideas, writings, items, or samples.

I/we understand that, in connection with this acquisition:

The price and/or rate data quoted for services in response to this RFQQ are not in excess of those charged any other client for the same services performed by the same individuals.

The rate data and prices that have been submitted are accurate and complete.

Unless otherwise required by law, the prices and/or rate data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her directly or indirectly to any other Bidder or to any competitor prior to contract award.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **ADDENDUM C**

### **Certifications and Assurances**

The Bidder certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12579 "Debarment and Suspension. "

The Bidder understands that its proposal becomes available for disclosure as a public record under 42.17 RCW.

The Bidder agrees to comply with the Americans with Disabilities Act (ADA).

The Bidder grants permission to the Department to contact all references provided in the Bidder's proposal and understands that the Department may choose to only contact some of them as part of the evaluation process.

I/we understand that any contract awarded as a result of this RFQQ will incorporate General Terms and Conditions substantially similar to those attached as Addendum E. I/we certify that I/we will comply with these or substantially similar General Terms and Conditions if selected as the Apparently Successful Bidder.

I certify that I am the (Title) \_\_\_\_\_ of the (organization) \_\_\_\_\_ and am authorized to submit this proposal on behalf of my organization. The information submitted with this proposal is accurate and true to the best of my knowledge.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Typed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

## **ADDENDUM D**

### **MWBE Certification**

Minority/Women's Business Enterprise Participation Guarantee  
(Competitive Bids)

Washington State Department of Health  
RFQQ - 9940-04260

Complete and attach to your bid. This document becomes part of the contract if you are the Apparent Successful Bidder.

\_\_\_\_\_  
Company Name

Bidder guarantees by signature on this bid that, if he/she is the successful Bidder, the following listed certified companies have agreed to, and will, independently perform at least the functions shown, and will be paid for all work performed. Percentages shown, if any, are based on the total amount of the bid. (Certified prime Bidders should list their own participation.

<b>Company Name &amp; Certification #</b>	<b>Status Participation (MBE WBE)</b>	<b>Description of Proposal Work or Service</b>	<b>Percent Total</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Bidder Total:			_____

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ADDENDUM E**  
**Contract/General Terms and Conditions**

CONTRACT NUMBER
-----------------

**Department of Health**  
**SHORT FORM CONTRACT**

1. **THIS AGREEMENT** made by and between the State of Washington's Department of Health, hereinafter referred to as "DOH," and the party(ies) whose name(s) appear(s) in item 2. below, hereinafter referred to as the "Contractor."

2. **CONTRACTOR:**

**UNIVERSAL BUSINESS IDENTIFIER**

**ADDRESS:**

**FEDERAL EMPLOYER IDENTIFICATION NO.**  
**OR SOCIAL SECURITY NO.**

**IT IS MUTUALLY AGREED THAT:**

**SPECIAL TERMS AND CONDITIONS**

3. The Contractor shall provide the goods/services set forth in the following Statement of Work (if insufficient space, attach exhibit):
  
4. Subject to its other provisions, the period of performance under this contract shall be from ...(month) ...(day), 19 .. (year) through ...(month) ...(day), 19..(year), unless sooner terminated as provided herein.
  
5. The Special Terms and Conditions contained in the text of this contract instrument and the attached General Terms and Conditions shall govern all rights and obligations of the parties to this contract with the exception of:

**IN CONSIDERATION WHEREOF:**

6. DOH shall pay to the Contractor for those services provided herein as follows (if insufficient space, attach exhibit):

The total payment to the Contractor for services provided under this contract shall not exceed \$....

SOURCE OF FUNDS: (FED) \$\_\_\_\_, (ST) \$\_\_\_\_, (OTHER) \$\_\_\_\_, TOTAL \$\_\_\_\_  
Federal funds disbursed through this contract were received by DOH through OMB  
Catalogue of Federal Domestic Assistance Number \_\_\_\_\_.

**IT IS FURTHER AGREED THAT:**

7. DOH will reimburse the Contractor/Vendor upon receipt of properly executed invoice vouchers. Claims for payment submitted by the Contractor/Vendor to DOH for costs due and payable under this contract/agreement that are incurred prior to the expiration date shall be paid by DOH if received by DOH within 60 days after the contract/agreement expiration date.
8. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable Federal and State Statutes and Regulations
  - (b) Special Terms and Conditions,
  - (c) General Terms and Conditions,
  - (d) any other provision of the contract whether incorporated by reference or otherwise.
9. This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall exist or bind any of the parties hereto.
10. This contract shall be subject to the written approval of the DOH Contracting Officer and shall not be binding until so approved. Only the Contracting Officer or his/her designee by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

**IN WITNESS WHEREOF:** DOH and the Contractor have signed this agreement.

**CONTRACTOR SIGNATURE      DATE**

**DOH CONTRACTING OFFICER SIGNATURE      DATE**

**THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE ATTORNEY  
GENERAL**



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS** - As used throughout this contract, the following terms shall have the meanings set forth below:

- a. "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract.
  - b. "Cognizant State Agency" shall mean the state agency from whom the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient, unless a cognizant state agency has been designated by OFM.
  - c. "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this agreement.
  - d. "Contracting Officer" shall mean the Chief of the Office of Contract Management of the department and his/her delegates within that office.
  - e. "Department" shall mean the Department of Health (DOH) of the State of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing the department.
  - f. "Subcontractor" shall mean one not an employee of the contractor, who is performing all or part of those services under this contract under a separate contract with the contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
  - g. A "vendor" is an entity that agrees to provide the amount and kind of services requested by DOH; provides services under the contract only to those beneficiaries individually determined to be eligible by DOH; and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- 1. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT** - The contractor and his or her employees or agents performing under the agreement are not employees or agents of the department. The contractor shall not hold himself/herself out as nor claim to be an officer or employee of the department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.
  - 2. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the contractor shall comply with the Americans with Disability Act (42 U.S.C., Section 12101 et seq.), Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the department's nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, and include, but are not limited to:
    - a. **Nondiscrimination in employment:** The contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status,

or the presence of any sensory, mental or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

The contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.

b. **Nondiscrimination in client services:** The contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The contractor, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap.

3. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN** - In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the department. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the 'disputes' procedure set forth herein.

4. **HOLD HARMLESS** - The contractor shall defend, protect and hold harmless the State of Washington, the department, or any employees thereof, from and against all claims, suits

or action arising from any intentional or negligent act or omission of the contractor or subcontractor, or agents of either, while performing under the terms of this contract. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

5. **COVENANT AGAINST CONTINGENT FEES** - The contractor promises that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this contract. This does not apply to legitimate employees or an established commercial or selling agency maintained by the contractor for the purpose of securing business. In the event of breach of this clause by the contractor the department may at its discretion:

- a. Annul the contract without any liability; or
- b. Deduct from the contract price or consideration or otherwise recover the full amount of any such contingent fee.

6. **CONFLICT OF INTEREST** - The department may, by written notice to the contractor:

- a. Terminate the right of the contractor to proceed under this contract if it is found, after due notice and examination by the Contracting Officer that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor, or an agency or representative of the contractor, to any officer or employee of the department, with a view towards securing this contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to this contract.
- b. In the event this contract is terminated as provided in (a) above, the department shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of the department provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the contracting officer under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this agreement.

7. **TREATMENT OF ASSETS**

- a. Title to all property financed or furnished by the department shall remain in the department. Title to all property purchased by the contractor, the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the department upon delivery of such property to the vendor. Title to other property, the cost of which is reimbursable to the contractor under the contract, shall pass to and vest in the department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the department in whole or in part, whichever first occurs.

- b. Any property of the department furnished to the contractor shall, unless otherwise provided herein, or approved by the Contracting Officer, be used only for the performance of this contract.
  - c. The contractor shall be responsible for any loss or damage to property of the department which results from the failure on the part of the contractor to maintain and administer that property in accordance with sound management practices.
  - d. Should any department property be damaged, destroyed or lost, the contractor shall notify the Contracting Officer and shall take all reasonable steps to protect that property from further damage.
  - e. The contractor shall surrender all department property prior to settlement upon completion, termination or cancellation of this agreement.
  - f. All reference to the contractor under this section shall include any of his/her employees or agents or subcontractors.
8. **NONASSIGNABILITY OF CLAIMS** - The contractor shall not assign or transfer any claim arising under this contract.
9. **RECORDS, DOCUMENTS, AND REPORTS** - The contractor shall maintain books, records, documents and other materials relevant to the provision of goods or services and adequate to document the scope and nature of the goods or services provided. Billing records are not sufficient for this purpose.

If the contract reimburses the contractor for costs incurred in performance, the contractor shall in addition maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The contractor will retain these materials for six years after settlement, or termination.

10. **SINGLE AUDIT ACT REQUIREMENTS**

A sub-recipient is a contractor operating a federal or state assistance program receiving federal funds and having the authority to determine both the services rendered and disposition of program funds.

A sub-recipient who receives \$25,000 or more federal funds per sub-recipient's fiscal year shall:

- a. Adhere to the federal Office of Management and Budget (OMB) Circulars A-128, and A-133 as well as all applicable federal and state statutes and regulations;
- b. Provide independent auditors with access to its financial records, for audit purposes;

- c. Procure and pay for audits that meet Circular A-128 and A-133 criteria. Provide DOH with a copy of the final reports no later than twelve (12) months following the end of each sub-recipient's fiscal year;
- d. Not use federal funds for audits failing to meet Circular A-128 and A-133 requirements;
- e. Incorporate these audit requirements into contracts or agreements that it enters into with sub-grantees. In addition, send DOH a copy of these audits of itself and all sub-grantees who are also sub-recipients;
- f. Maintain accounting records that will enable identification of all federal funds received and expended. These funds must be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. Notify DOH of sources and amounts of all federal funds received for that fiscal year, including Catalog of Federal Domestic Assistance Number;
- g. Contractor shall notify all state agencies which are providing assistance of the name of the cognizant state agency (as defined in "DEFINITIONS", above) when: (1) federal financial assistance is received from more than one state agency; and (2) the cognizant state agency has changed from the preceding fiscal year. County subcontractors shall notify the County single audit coordinator. Direct contractors shall notify:

Single Audit Coordinator  
Office of the Comptroller  
Department of Health  
1300 Quince Street S.E.  
Post Office Box 47901  
Olympia, Washington 98504-7901

"Private, for-profit hospitals" shall comply with the audit requirements of the federal office of Management and Budget Circular A-133 and will adhere to them the same as "nonprofit institutions."

These requirements do not apply to "vendors" (as defined in this contract) who provide goods and services through a procurement center, and where both the client eligibility and service are defined by DOH.

- 11. **SAFEGUARDING OF CLIENT INFORMATION** - The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.
- 12. **RIGHTS IN DATA** - Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the department. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to the department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the contractor has a right to

grant such a license. The contractor shall exert all reasonable effort to advise the department, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this agreement. The department shall receive prompt written notice of each notice or claim or copyright infringement received by the contractor with respect to any data delivered under this agreement. The department shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

13. **SUBCONTRACTING** - The contractor shall not enter into subcontracts for any of the work contemplated under this agreement without prior written approval of the department.
14. **LICENSING AND ACCREDITATION STANDARDS** - The contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract.
15. **RIGHT OF INSPECTION** - The contractor shall provide the department and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the department.
16. **ADVANCE PAYMENTS PROHIBITED** - No payment in advance or in anticipation of services or supplies to be provided under this agreement shall be made by the department.
17. **SAVINGS** - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "termination for convenience" clause, subject to renegotiation under those new funding limitations and conditions.
18. **LIMITATION OF AUTHORITY** - Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the department. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the Contracting Officer.
19. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the Contracting Officer of the department, and attached to the original contract.
20. **CHANGES AND MODIFICATIONS** - The Contracting Officer may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. A written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the contractor's receipt of the change notice.

The Contracting Office may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "disputes" section of this agreement. Nothing in this section shall excuse the contractor from proceeding with the contract as changed.

21. **DISPUTES** - Except as otherwise provided in this contract, when a genuine dispute arises between the department and the contractor and it cannot be resolved, either party may submit a request for a dispute resolution to the Office of Contracts Management. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:
- a. be in writing, and
  - b. state the disputed issues, and
  - c. state the relative positions of the parties, and
  - d. state the contractor's name, address, and his/her department contract number, and
  - e. be mailed to the DOH Office of Contracts Management, P O Box 47905, Olympia, Washington 98504-7905, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.
22. **TERMINATION FOR DEFAULT** - Failure of the contractor to perform any of the contract provisions may result in termination for default. The Contracting Officer may, by written notice, terminate the contract in whole or in part. In such event the contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement or cover contract, such as the cost of the competitive bidding, mailing, advertising and staff time. If, subsequent to termination, it is determined for any reason that (1) the contractor was not in default, or (2) the contractor's failure to perform was not his/her or his/her subcontractor's fault or negligence, the termination shall be deemed to be a "termination for convenience."
23. **TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this contract, the Contracting Officer may, by fourteen (14) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the department. If this contract is so terminated, the department shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.
24. **TERMINATION PROCEDURE** - Upon termination of this agreement the department may require the contractor to deliver to the department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "treatment of assets" clause shall apply in such property transfer.

The department shall pay to the contractor the agreed upon price, if separately stated, for completed work and services accepted by the department. In addition the department shall pay the amount agreed upon by the contractor and the Contracting Officer for (a)

completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the department, and (d) the protection and preservation of the property.

If the termination is for default, the Contracting Officer shall determine the extent of the liability of the department. Failure to agree with such determination shall be a dispute within the meaning of the "disputes" clause of this agreement.

The department may withhold from any amounts due the contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect the department against potential loss or liability.

The rights and remedies of the department provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the contractor shall:

- a. Stop work under the agreement on the date and to the extent specified in the notice;
  - b. Place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
  - c. Assign to the department, to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the contractor under the orders and subcontracts in which case the department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - d. Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
  - e. Transfer title to the department and deliver, as directed by the Contracting Officer, any property which, if the agreement had been completed, would have been required to be furnished to the department;
  - f. Complete performance of such part of the work not terminated by the Contracting Officer; and,
  - g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this agreement which is in the possession of the contractor and in which the department has or may acquire an interest.
25. **OVERPAYMENTS AND ASSERTION OF LIEN** - In the event that the department establishes overpayments or erroneous payments made to the contractor under this contract, the department may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to the department, or by doing both.
26. **GOVERNING LAW** - This contract shall be governed by the laws of the State of Washington.



27. **SEVERABILITY** - If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not effect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
28. **CERTIFICATIONS AND ASSURANCES** - DOH has determined that the following Federal Acquisition Regulations (FAR) or Certifications and Assurances are applicable:

## **ADDENDUM F**

### **Directions to Bidders Conference**

The Bidders Conference will be held at:

Department of Health  
Attention: Buzz Hettinger, Acquisitions Coordinator  
Re: RFQQ # 9940-04260  
1st Floor Conference Room  
1102 SE Quince St.  
P.O. Box 47904  
Olympia, WA 98504-7904

Telephone: (360) 705-6133

**From I-5 Southbound** take exit 105B (Port of Olympia). At the second stop light turn right on Union. Travel one block to Quince and turn right. The conference will be held in the Blue Awning Building at Eastside Plaza, a four building complex on your left.

**From I-5 Northbound** take exit 105, Port of Olympia. Stay in the right lane as you enter Henderson Blvd. At the first stop light turn left onto Plum Street. Travel one block (next light) and turn right on Union. Travel one block to Quince and turn right. The conference will be held in the Blue Awning Building at Eastside Plaza, a four building complex on your left.

## ADDENDUM G

### Scoring Approach

The following is an example to illustrate the approach for scoring the responses to the RFQQ.

#### Scoring Example

- Score for Qualifications from section 5.8 (maximum score 400 points). Top three bidders invited to interviews.

		pts
A	1st	320
B	2nd	280
C	3rd	240
-----		
D	4th	220
E	5th	200

- Score for Interviews from section 5.9 (maximum score 400 points).

		pts	cum		
A	2nd	220	540	$((540/620) \times 80) =$	69.7
B	1st	340	620	$((620/620) \times 80) =$	80.0
C	3rd	200	440	$((440/620) \times 80) =$	56.8

- Score for Cost from section 6.

			\$/Hr			cum
A	2nd	=	100	$((90/100) \times 20) =$	18	87.7
B	3rd	=	120	$((90/120) \times 20) =$	15	95.0
C	1st	=	90	$((90/90) \times 20) =$	20	76.8

- Score added for MWBE.

				pts	Total
A	No	=	0		87.6
B	No	=	0		95.0 *
C	Yes	=	$(.05 \times 76.8)$	3.8	80.6

\*Apparent winning bidder